

MABEL WHITTEN TO N. H. NELSON

THIS INDENTURE, MADE THIS 14TH DAY OF OCTOBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-FOUR BETWEEN MABEL WHITTEN FORMERLY MABEL SIMPSON PARTY OF THE FIRST PART, AND N. H. NELSON PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FIVE HUNDRED DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO HER IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTY OF THE SECOND PART, AND TO HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OR PRACEL OF LAND, LYING AND BEING IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT  $13\frac{1}{2}$  RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SEC. 28 IN TWP. 3 — RANGE 8 E. W.M. RUNNING THENCE WEST  $13\frac{1}{2}$  RODS, THENCE SOUTH 24 RODS, THENCE EAST  $13\frac{1}{2}$  RODS THENCE NORTH 24 RODS TO THE POINT OF BEGINNING CONTAINING TWO ACRES.

ALSO BEGINNING AT A POINT  $13\frac{1}{2}$  RODS WEST AND 24 RODS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SEC. 28 Tp. 3 N. R. 8 E. W.M., RUNNING THENCE WEST 165 FEET TWO INCHES THENCE SOUTH 263 FEET AND 8 INCHES, THENCE WEST 165 FEET TWO INCHES THENCE NORTH 263 FEET 8 INCHES TO PLACE OF BEGINNING CONTAINING TWO ACRES OF LAND. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF FIVE HUNDRED DOLLARS DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE OCT. 14TH, 1924, MADE BY MABEL WHITTEN PAYABLE ON OR BEFORE THREE YEARS AFTER AFTER DATE TO THE ORDER OF N. H. NELSON AND THESE PRESENTS, SHALL BE VOID IF SUCH PAYMENT BE MADE ACCORDING TO THE TERMS AND CONDITIONS THEREOF. BUT IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST OF SAID PROMISSORY NOTE, OR ANY PART THEREOF, WHEN THE SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT DUE UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM OF \$50.00 AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

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